

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

DASSAULT SYSTEMES DEUTCHLAND  
GmbH, and

DASSAULT SYSTEMES SOUTH AFRICA  
(PTY) LTD

*Plaintiffs,*

- v. -

SASHA RAJCEVICH

*Defendants.*

Index No.:

COMPLAINT

Jury Trial Demanded

Plaintiffs Dassault Systèmes Deutschland GmbH. (“DS Deutschland”) and Dassault Systèmes South Africa (PTY) Ltd. (“DS South Africa”) (collectively “Plaintiffs” or “Dassault”) , by their undersigned counsel as and for its Complaint against Defendant Sasha Rajceвич (“Rajceвич”) hereby alleges as follows:

**NATURE OF THE ACTION**

This is a copyright infringement and circumvention of technological measures action, arising out of Rajceвич’s unauthorized and willful use and copying of Dassault’s CST Studio Suite and Antenna Magus software packages.

**THE PARTIES**

1. Plaintiff DS Deutschland is a German corporation, having a principal place of business at Bad Nauheimer Strasse 19, Darmstadt, 64289, Germany.

2. Plaintiff DS South Africa is a South African Private Limited Company, having a principal place of business at 90 Bekker Road, Thornhill Office Park, Midrand, 1686, South Africa.

3. On information and belief, Defendant Rajceovich is an adult individual residing at 35 Woodview Lane, North Wales, PA 19454.

### **JURISDICTION AND VENUE**

4. This action arises under 17 U.S.C. § 101 et seq. for infringement of copyrights owned by DS Deutschland, and for circumvention of technological measures of works owned by DS Deutschland and DS South Africa.

5. This Court has subject matter jurisdiction over these copyright infringement and circumvention claims pursuant to 28 U.S.C. §§ 1331, 1332(a), and 1338(a).

6. This Court has personal jurisdiction over Rajceovich because, among other things, Rajceovich is a resident of Pennsylvania, also residing within this judicial district.

7. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b)(1), 1391(b)(2), and 1400(a).

### **BACKGROUND**

#### **Dassault and the Copyrighted Works**

8. DS Deutschland is the creator, author, and owner of the software code for the CST Studio Suite software package, which is a 3D Electromagnetic analysis software package.

9. DS Deutschland has created, authored, and is the owner of various “releases” of CST Studio Suite, each building upon the prior release.

10. DS Deutschland owns many copyright registrations for the CST Studio Suite software package, including the registrations in Table 1 below, also attached as Exhibit 1, hereto.

<b>Registration Number</b>	<b>Registration Name</b>
TX 0008876682	CST Studio Suite 2018
TX 0008889155	CST Studio Suite 2019
TX 0008889171	CST Studio Suite 2020
TX 0009230478	CST Studio Suite 2021
TX 0009230477	CST Studio Suite 2022

Table 1

11. DS South Africa is the creator, author, and owner of the software code for the Antenna Magus software package, an antenna design and modeling software package.

### **Detection of Infringement by Defendant**

12. CST Studio Suite and Antenna Magus incorporate detection and monitoring technology that detects and identifies use of unlicensed and unauthorized copies of the CST Studio Suite and Antenna Magus software and

transmits identifying data to Dassault over the internet when such unauthorized uses occur.

13. Through its monitoring technology, Dassault detected at least 269 uses of unlicensed and unauthorized copies of the CST Studio Suite software and 66 uses of unlicensed and unauthorized copies of the Antenna Magus software on at least two different computers having Media Access Control (“MAC”) addresses as shown below in Table 2 (the “Computers”).

<b>Computer</b>	<b>Mac Addresses</b>	<b>Unauthorized Software</b>
1	402cf4e9fac8 6c6a77429dcf 6c6a77429dd3 000f004e3a1c 6c6a77429dd0 509a4c5b6673 402cf4e9fac9	CST Studio Suite 2019 CST Studio Suite 2020 CST Studio Suite 2021 Antenna Magus 2021 CST Studio Suite 2022 Antenna Magus 2022
2	782b46d8a373 782b46d8a370 2ac59aea5ef9 782b46d8a36f 00ffd2d59de1 b2390948ce33 00ff6235f604 a0cec8c08f9d 00ff7ae8bdb2	CST Studio Suite 2021 Antenna Magus 2021 CST Studio Suite 2022 Antenna Magus 2022

Table 2

### **Computer 1**

14. Through its monitoring technology, Dassault detected that 241 of the 335 unlicensed and unauthorized uses of CST Studio Suite and Antenna Magus software occurred on Computer 1.

15. Through its monitoring technology, Dassault detected Wi-Fi Geolocation data showing that 153 of the above-referenced 241 uses of the unlicensed and unauthorized copies of CST Studio Suite and Antenna Magus software occurred on Computer 1 while the computer was physically located at the address 2142 E 6675 S, Salt Lake City, UT 84121 between January 1, 2020 and June 1, 2022.

16. Rajceovich resided at 2142 E 6675 S, Salt Lake City, UT 84121 during a time period that included January 1, 2020 to June 1, 2022.

17. Through its monitoring technology, Dassault detected Wi-Fi Geolocation data showing that 1 of the above-referenced 241 uses of the unlicensed and unauthorized copies of CST Studio Suite and Antenna Magus software occurred on Computer 1 while the computer was physically located at the address 35 Woodview Lane, North Wales, PA on August 19, 2022.

18. Rajceovich moved from 2142 E 6675 S, Salt Lake City, UT 84121 to 35 Woodview Lane, North Wales, PA in June 2022.

19. Rajceovich resided at 35 Woodview Lane, North Wales, PA on August 19, 2022.

20. Through its monitoring technology, Dassault detected that the user name on Computer 1 is “sasha”.

21. Rajceovich’s first name is Sasha.

22. Rajcevich entered the username “sasha” into Computer 1.

23. Through its monitoring technology, Dassault detected that the email address “sasha.rajevich@utah.edu” was used to send and receive emails on Computer 1.

24. Rajcevich used the email address “sasha.rajevich@utah.edu” to send and receive emails.

25. Rajcevich used the email address “sasha.rajevich@utah.edu” to send and receive emails on Computer 1.

26. Rajcevich used Computer 1.

27. Rajcevich owns Computer 1.

28. Rajcevich used unauthorized and unlicensed copies of CST Studio Suite and Antenna Magus on Computer 1.

### **Computer 2**

29. Through its monitoring technology, Dassault detected that 94 of the above-referenced 335 uses of the unlicensed and unauthorized copies of the CST Studio Suite and Antenna Magus software occurred on Computer 2.

30. Through its monitoring technology, Dassault detected Wi-Fi Geolocation data showing that 59 of the above-referenced 94 uses of the unlicensed and unauthorized copies of CST Studio Suite and Antenna Magus software occurred on Computer 2 while the computer was physically located at the

address 2142 E 6675 S, Salt Lake City, UT 84121 between April 15, 2021 and May 19, 2022.

31. Rajceovich resided at 2142 E 6675 S, Salt Lake City, UT 84121 during a period that included April 15, 2021 to May 19, 2022.

32. Through its monitoring technology, Dassault detected Wi-Fi Geolocation data showing that 10 of the above-referenced 94 uses of the unlicensed and unauthorized copies of CST Studio Suite and Antenna Magus software occurred on Computer 2 while the computer was physically located at the address 35 Woodview Lane, North Wales, PA between June 10, 2022 and September 1, 2022.

33. Rajceovich resided at 35 Woodview Lane, North Wales, PA for a period that included June 10, 2022 to September 1, 2022.

34. Through its monitoring technology, Dassault detected that the user name on Computer 2 is “sasha”.

35. Rejceovich’s first name is Sasha.

36. Rajceovich entered the username “sasha” into Computer 2.

37. Through its monitoring technology, Dassault detected that the email address “sasha.rajceovich@utah.edu” was used to send and receive emails on Computer 2.

38. Rajceovich used the email address “sasha.rajceovich@utah.edu” to send and receive emails.

39. Rajceovich used the email address “sasha.rajceovich@utah.edu” to send and receive emails on Computer 2.

40. Rajceovich used Computer 2.

41. Rajceovich owns Computer 2.

42. Rajceovich used unauthorized and unlicensed copies of CST Studio Suite and Antenna Magus on Computer 2.

**Infringement and Circumvention by Rajceovich**

43. The Computers were owned by Rajceovich during the above-identified periods of use of unauthorized and unlicensed copies of CST Studio Suite and Antenna Magus.

44. The Computers are currently owned by Rajceovich.

45. The Computers are currently within the custody, possession and/or control of Rajceovich.

46. Rajceovich lists “CST Microwave Studio” as one of his Skills on LinkedIn. *See* Exhibit 2, <https://www.linkedin.com/in/sasharajceovich/details/skills/>.

47. CST Microwave Studio is part of the CST Studio Suite.

48. Rajceovich used CST Studio Suite.

49. Rajceovich does not have a license to use CST Studio Suite.



50. Rajceвич lists “Antennas” as one of his skills on LinkedIn. *Id.*
51. Antenna Magus is used to design and model antennas.
52. Rajceвич used Antenna Magus.
53. Rajceвич does not have a license to use Antenna Magus.
54. The Computers have been used by Rajceвич.
55. Rajceвич downloaded one or more copies of CST Studio Suite from the internet.
56. Rajceвич installed one or more copies of CST Studio Suite on the Computers.
57. Through its monitoring technology, Dassault detected that the versions of CST Studio Suite on the computers had been cracked by a program used to defeat the purposes of DS Deutschland’s access control measures.
58. Rajceвич ran the crack on the Computers following the installation of CST Studio Suite.
59. Each time Rajceвич ran a cracked version of CST Studio Suite, he bypassed DS Deutschland’s access control measures.
60. Rajceвич launched (executed) and/or used one or more unlicensed and unauthorized copies of CST Studio Suite on the Computers.
61. Rajceвич has been using DS Deutschland’s CST Studio Suite software packages without authorization or permission from DS Deutschland.

62. Rajceovich downloaded one or more copies of Antenna Magus from the internet.

63. Rajceovich installed one or more copies of Antenna Magus on the Computers.

64. Through its monitoring technology, Dassault detected that the versions of Antenna Magus on the computers had been cracked by a program used to defeat the purposes of DS South Africa's access control measures.

65. Rajceovich ran a crack program on the Computers following the installation of Antenna Magus.

66. Each time Rajceovich ran a cracked version of Antenna Magus, he bypassed DS South Africa's access control measures.

67. Rajceovich launched (executed) and/or used one or more unlicensed and unauthorized copies of Antenna Magus on the Computers.

68. Rajceovich did not have authorization from DS South Africa to launch (execute) and/or use Antenna Magus for the above referenced unlicensed and unauthorized uses.

**Notice of Infringement to Defendant Rajceovich**

69. On September 28, 2022, Dassault contacted Rajceovich's employer Cobham Advanced Electronic Solutions ("CAES") regarding the above-described

unlicensed and unauthorized use of CST Studio Suites. Emails between Dassault and CAES are attached as Exhibit 3, hereto.

70. On October 5, 2022, CAES stated to Dassault that “Sasha [Rajceвич] has stated that he has not used it on CAES work.” *See* Exhibit 3, p. 1.

71. On October 7, 2022, Dassault contacted Rajceвич in order to discuss the possibility of resolving Rajceвич’s unlicensed and unauthorized use of CST Studio Suite. Emails between Dassault and Rajceвич are attached as Exhibit 4, hereto.

72. Since October 7, 2022, Dassault has attempted to resolve Rajceвич’s unlicensed and unauthorized use of Dassault’s software. No resolution was reached.

## **COUNT I**

### **FEDERAL COPYRIGHT INFRINGEMENT (17 U.S.C. § 501)**

73. DS Deutschland repeats and incorporates herein each of the preceding paragraphs.

74. CST Studio Suite, including CST Studio Suite 2019, CST Studio Suite 2020, CST Studio Suite 2021, and CST Studio Suite 2022, is an original work of DS Deutschland and is protectable by the copyright laws of the United States.

75. DS Deutschland owns all rights and title to the copyrights for CST Studio Suite.

76. Rajceovich downloaded the CST Studio Suite 2019, CST Studio Suite 2020, CST Studio Suite 2021, and CST Studio Suite 2022 releases of the CST Studio Suite software to a computer storage unit, such as a hard disk drive, via the Internet, thereby creating a copy of the CST Studio Suite software without authorization or permission from DS Deutschland.

77. Subsequently to downloading a copy of CST Studio Suite Rajceovich installed, executed, and used the CST Studio Suite software on one or more computers without authorization or permission from DS Deutschland.

78. Each time Rajceovich executed CST Studio Suite, Rajceovich caused a computer to copy the CST Studio Suite software code stored on the computer storage unit (e.g., hard disk drive) to the computer's volatile memory, e.g., random access memory (RAM) without authorization or permission from DS Deutschland.

79. At Rajceovich executed CST Studio Suite at least on the Computers.

80. By making unauthorized copies of CST Studio Suite as described above, Rajceovich infringed and violated (directly or indirectly) DS Deutschland's copyrights in CST Studio Suite and the CST Studio Suite Copyright Registrations, including at least DS Deutschland's exclusive right under 17 U.S.C. § 106(1) "to reproduce the copyrighted work in copies."

81. Rajceovich's infringement and violation of DS Deutschland's copyrights has been knowing and willful.

82. DS Deutschland has been damaged by the aforementioned infringement.

## **COUNT II**

### **CIRCUMVENTION OF TECHNOLOGICAL MEASURES** **(17 U.S.C. § 1201)**

#### **A. Circumvention of CST Studio Suite’s Technological Measures**

83. DS Deutschland repeats and incorporates herein paragraphs 1-70.

84. CST Studio Suite includes technological measures that effectively control access to the CST Studio Suite software, including a requirement during installation to input an authorized License Key provided by DS Deutschland to properly-licensed users of CST Studio Suite to “unlock” CST Studio Suite and thereby allow the installation, subsequent use of, and access to CST Studio Suite.

85. Rajceвич did not receive an authorized License Key from DS Deutschland for the above referenced unlicensed and unauthorized uses.

86. Upon information and belief, Rajceвич circumvented the technological measures incorporated in CST Studio Suite to gain access to CST Studio Suite by avoiding, bypassing, deactivating, or otherwise impairing such technological measures, including at least during the installation of CST Studio Suite.

87. Upon information and belief, Rajceвич used a crack program to avoid, bypass, deactivate, or otherwise impair such technological measures.

88. By avoiding, bypassing, deactivating, or otherwise impairing the technological measures to control access to CST Studio Suite, including by avoiding, bypassing, deactivating, or otherwise impairing the input of an authorized License Key, during the installation process, Rajceovich violated 17 U.S.C. § 1201.

89. Each time Rajceovich used CST Studio Suite modified by the crack, Rajceovich violated 17 U.S.C. § 1201 by avoiding, bypassing, deactivating, or otherwise impairing CST Studio Suite's technological measures.

90. DS Deutschland has been damaged by at least one of Rajceovich's above-described actions.

#### **B. Circumvention of Antenna Magus' Technological Measures**

91. DS South Africa repeats and incorporates herein paragraphs 1-70.

92. Antenna Magus includes technological measures that effectively control access to the Antenna Magus software, including a requirement during installation to input an authorized License Key provided by DS South Africa to properly-licensed users of Antenna Magus to "unlock" Antenna Magus and thereby allow the installation, subsequent use of, and access to Antenna Magus.

93. Rajceovich did not receive an authorized License Key from DS South Africa for the above referenced unlicensed and unauthorized uses of Antenna Magus.

94. Upon information and belief, Rajceovich circumvented the technological measures incorporated in Antenna Magus to gain access to Antenna Magus by avoiding, bypassing, deactivating, or otherwise impairing such technological measures, including at least during the installation of Antenna Magus.

95. Upon information and belief, Rajceovich used a crack program to avoid, bypass, deactivate, or otherwise impair Antenna Magus' technological measures.

96. By avoiding, bypassing, deactivating, or otherwise impairing the technological measures to control access to Antenna Magus, including by avoiding, bypassing, deactivating, or otherwise impairing the input of an authorized License Key, during the installation process, Rajceovich violated 17 U.S.C. § 1201.

97. Each time Rajceovich used Antenna Magus modified by the crack program, Rajceovich violated 17 U.S.C. § 1201 by avoiding, bypassing, deactivating, or otherwise impairing Antenna Magus' technological measures.

98. DS South Africa has been damaged by Rajceovich's above-described circumvention.

### **PRAYER FOR RELIEF**

WHEREFORE, Dassault prays for relief as follows:

- A. For a judgment determining that Rajcevich infringed DS Deutschland's copyrights in violation of 17 U.S.C. § 501;
- B. For a judgment determining that Rajcevich has circumvented a technological measure that controls access to the CST Studio Suite software in violation of 17 U.S.C. § 1201;
- C. For a judgment determining that Rajcevich has circumvented a technological measure that controls access to the Antenna Magus software in violation of 17 U.S.C. § 1201;
- D. For a finding that such infringement and/or circumvention was willful;
- E. For a judgment preliminarily and permanently enjoining and restraining Rajcevich from directly or indirectly infringing DS Deutschland's copyrights;
- F. For a judgment awarding DS Deutschland (i) its actual damages in an amount to be determined in excess of \$75,000, (ii) any profits of Rajcevich, (iii) statutory damages of \$150,000 per act of infringement, and (iv) costs of this action including attorneys' fees as permitted pursuant to 17 U.S.C. §§ 504 and 505;
- G. For a judgment awarding Dassault (i) their actual damages in an amount to be determined in excess of \$75,000, (ii) any profits of Rajcevich, (iii)



statutory damages of \$2,500 per act of circumvention, and (iv) costs of this action including attorneys' fees as permitted pursuant to 17 U.S.C. § 1203;

H. For a judgment awarding Dassault any other damages to which it is entitled under statute or common law; and

I. For such other and further relief as the Court deems just and proper.

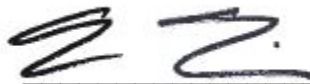
### **DEMAND FOR A JURY TRIAL**

Dassault hereby demands a trial by jury in this action.

Respectfully Submitted,

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